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BLOOMINGTON AND NORMAL
RAILWAY AND LIGHT COMPANY

MORTGAGE DEED OF TRUST

(1911)

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43 Bloomington and Normal Railway and Light Company

AND

Illinois Trust and Savings Bank as Trustee

MORTGAGE DEED OF TRUST

Dated June 1, 1911

Securing an issue of First and General Mortgage Five Per Cent. Gold Bonds, Due January 1, 1928

Authorized Issue	$3,500,000.
Issued on Execution of Mortgage	769,000.
Reserved to retire Underlying Bonds	600,000.
Reserved for Additions and Improvements	2,131,000.

Interest January 1 and July 1, at office of Trustee, or of Chase National Bank, New York.

Callable as a whole for redemption, or in part for the Sinking Fund only, at 102½ and accrued interest on any interest day.

Sinking Fund of 1% per annum of issued bonds July 1, 1912, to July 1, 1919, inclusive, 2% per annum of issued bonds, July 1, 1920, to July 1, 1927, inclusive.

(NOT PART OF MORTGAGE)

INDEX

(Not part of mortgage)

PAGE

Bonds, Call and payment of 29
Exchange of 44
Execution and delivery of . . . . . 19 *et seq.*
Forms of 4, 9
Transfer of 44
Bondholders, proof of action by 51
Coupons, form of 7
Covenants by Company 32
Default . . . . . 44 *et seq.*
Application of proceeds of sale 47
Power of sale 46
Provisions for and remedies upon 44
Provisions for waiver of 48
Provisions relating to sale on foreclosure 50
Discharge 56
Foreclosure . . . . . 44 *et seq.*
Granting clause 13
Habendum 19
Insurance 34, 54
Liabilities of officers, Directors, etc. 51
Property mortgaged, Description of 13
Possession and use until default 31
Sale and release of, before default 39
Sale and Release before Default 39
Sale on Foreclosure, Provisions relating to 50
Sinking fund . . . . . 42 *et seq.*
Taxes and liens 32
Trustee, Rights and duties of 53
Votes authorizing bonds and mortgage 2, 3

THIS INDENTURE, dated this first day of June, in the year 1911, between BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY, a corporation organized and existing under the laws of the State of Illinois, hereinafter called the "Company," party of the first part, and ILLINOIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of said State of Illinois, hereinafter called the "Trustee," party of the second part,

WITNESSETH: That,

WHEREAS the Company is duly authorized to construct, maintain and operate systems of street railway, electric light and power, gas, hot water and steam heating service in the City of Bloomington in the County of McLean in the State of Illinois, and systems of street railway and electric light and power service in the Town of Normal, in said County; and

WHEREAS the Company desires to raise money for its corporate purposes, and is duly authorized to borrow money, issue its corporate bonds therefor and to cause the same to be secured by mortgage upon all its property now owned and hereafter to be acquired; and

WHEREAS so much of the property of the Company as was acquired from the Bloomington & Normal Railway, Electric & Heating Company is subject to the first mortgage of that company, dated June 2, 1902, securing six hundred thousand (600,000) dollars of the first gold mortgage 5% bonds of the said company, dated June 2, 1902, and maturing June 1, 1927 and hereinafter referred to as "the first mortgage"; and

WHEREAS the Company proposes to issue from time to time not exceeding three million five hundred thousand (3,500,000) dollars face value of its First and General

Mortgage Gold Bonds dated June 1, 1911, due January 1, 1928, secured by an indenture of mortgage establishing a first lien upon all its property except only as to said property acquired from said Bloomington & Normal Railway, Electric & Heating Company, on which property said indenture of mortgage is to establish a lien subject only to said first mortgage, dated June 2, 1902, securing six hundred thousand (600,000) dollars of first mortgage gold bonds as aforesaid; and

WHEREAS at a meeting of the stockholders of the Company duly called for the purpose and held at the principal office of the Company at Bloomington, Illinois, on the 29th day of August, 1911, it was

> VOTED: That, to raise money for the general purposes of the Company, the Board of Directors be and hereby is authorized to cause to be issued from time to time in its discretion three million five hundred thousand (3,500,000) dollars of negotiable gold bonds of this Company, in such denominations and for such term and at such rate or rates of interest as the said board shall determine, dated June 1, 1911 or any such other date as may be fixed by the said board; and that for the purpose of securing the payment of said bonds in accordance with their terms the Board of Directors be and hereby is authorized and directed to cause to be executed a mortgage upon any or all of the property and franchises of the Company, whether now owned or hereafter acquired, said mortgage and bonds to cover such property, to be in such form and to contain any such terms and provisions not actually inconsistent with this vote, including a provision for the certification of temporary bonds and a provision stipulating the terms upon which said bonds may be issued and secured thereby, as may be determined by the said Board of Directors

and

WHEREAS at a meeting of the Board of Directors of the Company duly called for the purpose and held at the office

of the Company in Bloomington, Illinois, on the 29th day of August, 1911, it was

> VOTED: That there be issued by the Company First and General Mortgage Gold Bonds to an amount not exceeding in the aggregate three million five hundred thousand (3,500,000) dollars, dated June 1, 1911, payable January 1, 1928, bearing interest at the rate of five (5) per centum per annum payable semi-annually on the first days of January and July of each year; the first instalment of interest to be due January 1, 1912, both principal and interest to be payable in gold coin of the United States of America of the present standard of weight and fineness, said bonds to be substantially in the forms presented to this meeting; that an indenture of mortgage covering all the property of the Company now owned or hereafter acquired be executed to secure said bonds equally and without priority of one bond over any other bond; that the draft indenture of mortgage presented at this meeting be and hereby is approved; that the President or a Vice-President and the Treasurer or an Assistant Treasurer be and hereby are authorized to execute and deliver as many copies as they deem desirable of an indenture mortgaging all the property and franchises of the Company to secure said bonds, the form of said indenture to be substantially similar to the above-mentioned draft indenture presented to this meeting, and to execute and deliver the bonds thereunder and hereby authorized; and that the Treasurer be and hereby is authorized to execute said coupons by causing his facsimile signature to be affixed thereto.

and

WHEREAS this indenture as now printed is substantially similar to the draft indenture mentioned in said vote; and

WHEREAS said bonds are in substantially the following forms:—

(Coupon Bond)

UNITED STATES OF AMERICA.

State of Illinois.

BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY.

First and General Mortgage Five Per Cent. Gold Bond

Total Authorized Issue $3,500,000.

No. $1,000.

Bloomington and Normal Railway and Light Company, a corporation organized and existing under the laws of the State of Illinois, for value received, promises to pay to the bearer, or, in case of registration, to the registered holder hereof,

One Thousand Dollars

in gold coin of the United States of America of the present standard of weight and fineness at the office of Illinois Trust & Savings Bank, Trustee, as hereinafter set forth, or its successor in said trust (hereinafter inclusively referred to as Illinois Trust & Savings Bank) in Chicago, Illinois, on January 1, 1928 (or earlier at the option of the obligor as hereinafter provided), with interest on said sum from the date hereof at the rate of five (5) per centum per annum, payable January 1, 1912, and semi-annually thereafter in like gold coin on the first days of January and July of each year, at the office of Illinois Trust & Savings Bank, or, at the option of the holder, at the office of Chase National Bank, in New York, New York, or its successor, upon surrender of the respective coupons attached hereto as they severally become due. This bond and its coupons are payable without deduction for any present or future tax or taxes.

This bond is one of a series of bonds aggregating three million five hundred thousand (3,500,000) dollars in amount, dated June 1, 1911, maturing January 1, 1928, issued and to be issued by Bloomington and Normal Railway and Light Company, bearing interest at the rate of five (5) per centum per annum, and being as far as may be of like tenor and effect. Bonds of said series may be in the form of coupon bonds of the denomination of one thousand (1,000) dollars each, numbered consecutively from one (1) to three thousand five hundred (3,500), inclusive, or in the form of registered bonds without coupons of the denominations of one thousand (1,000) dollars, five thousand (5,000) dollars, ten thousand (10,000) dollars, and of such other multiples of one thousand (1,000) dollars as shall be prescribed by Bloomington and Normal Railway and Light Company, numbered consecutively and issued in lieu of or in exchange for such coupon bonds, each such registered bond without coupons having endorsed thereon the number or numbers of the coupon bond or coupon bonds in lieu of or in exchange for which it is issued.

All bonds of said series are, as to both principal and interest, issued under and equally secured by an indenture of mortgage dated June 1, 1911, whereby Bloomington and Normal Railway and Light Company has mortgaged and conveyed or assigned all its property now owned and hereafter acquired to Illinois Trust & Savings Bank, as Trustee, as provided in said indenture, as security for said bonds; and reference is hereby made to said indenture for a description of the properties mortgaged and conveyed or assigned to said Trustee and the rights of the holders of said bonds under the same and the terms and conditions upon which said bonds are issued and secured. Said indenture provides for the creation of a sinking fund in the hands of the Trustee.

This bond may be called and redeemed from the holder on any interest day in the manner provided in said indenture on payment of the principal sum hereof with a premium

of two and one-half (2½) per centum thereon, and accrued interest. Interest shall cease to be payable to the holder of this bond if it is thus called, and payment is duly provided, from and after the date fixed in the call for payment.

This bond, but not its coupons, is subject to registration from time to time in accordance with the registration privileges endorsed hereon. Registration shall not affect the negotiability of the coupons, which shall continue to be transferable by delivery, and the payment of any coupon to the bearer thereof shall be a discharge of the obligor in respect to the interest therein mentioned. This coupon bond, with all coupons for future interest hereon, is, either singly or together with other bonds of said series, exchangeable for a registered bond without coupons of said series of a denomination equivalent to the sum total of the principal obligations represented by the bond or bonds for which it is exchanged.

It is part of the contract herein contained that each holder hereof waives all right of recourse to any personal, statutory or other liability of any stockholder, officer or director of Bloomington and Normal Railway and Light Company for the collection of any indebtedness hereunder, as is more fully stated in said indenture.

In the event of default the principal of this bond may be declared by Illinois Trust & Savings Bank due and payable before maturity, as provided in said indenture.

This bond shall not become obligatory for any purpose until the certificate hereon shall have been signed by said Illinois Trust & Savings Bank.

In Witness Whereof, Bloomington and Normal Railway and Light Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereto affixed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, thereunto duly authorized, and has likewise caused the annexed coupons

to be authenticated by a fac-simile of the signature of its Treasurer on this first day of June, 1911.

BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY

By

. . . . . *President.*

And by

. . . . . *Treasurer.*

(Form of First Coupon)

No. $29.17

On the first day of January, 1912, upon surrender hereof, Bloomington and Normal Railway and Light Company will pay to the bearer at the office of Illinois Trust & Savings Bank in Chicago, Illinois, or its successor, or, at the option of the bearer, at the office of Chase National Bank in New York, New York, or its successor, twenty-nine and 17/100 (29.17) dollars in gold coin of the United States of America, being seven (7) months' interest then due on its First and General Mortgage Five Per Cent. Gold Bond No. , unless said bond shall have been previously called and paid.

Treasurer.

(Form of Coupons other than First Coupon)

No. . . . . $25.

On the first day of , upon surrender hereof, Bloomington and Normal Railway and Light Company will pay to the bearer at the office of Illinois Trust & Savings Bank in Chicago, Illinois, or its successor,

or, at the option of the bearer, at the office of Chase National Bank, in New York, New York, or its successor, twenty-five (25) dollars in gold coin of the United States of America, being six (6) months' interest then due on its First and General Mortgage Five Per Cent. Gold Bond No. , unless said bond shall have been previously called and paid.

Treasurer.

TRUSTEE'S CERTIFICATE.

ILLINOIS TRUST & SAVINGS BANK, Trustee, hereby certifies that this bond is one of the series referred to in the within-mentioned indenture of mortgage.

ILLINOIS TRUST & SAVINGS BANK, *Trustee.*
By

REGISTRATION.

(to be endorsed)

This bond, but not its coupons, may be registered from time to time at the option of the holder on the books of Illinois Trust & Savings Bank, Trustee, or its successor, and, if registered, shall pass only by transfer upon such books, unless such transfer shall have been made and registered to bearer, in which case it shall again pass by delivery until again registered.

NOTICE.—No writing on this bond except by an officer of the Company or of the Trustee.

DATE OF REGISTRATION.	IN WHOSE NAME REGISTERED.	TRUSTEE.

(Registered Bond without Coupons)

UNITED STATES OF AMERICA.

State of Illinois.

BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY.

First and General Mortgage, Five Per Cent. Gold Bond.

Total Authorized Issue $3,500,000.

No..... $.....

Bloomington and Normal Railway and Light Company, a corporation organized and existing under the laws of the State of Illinois, for value received, promises to pay to

Dollars

in gold coin of the United States of America of the present standard of weight and fineness at the office of Illinois Trust & Savings Bank, Trustee, as hereinafter set forth, or its successor in said trust (hereinafter inclusively referred to as Illinois Trust & Savings Bank) in Chicago, Illinois, on January 1, 1928 (or earlier at the option of the obligor as hereinafter provided), with interest on said sum from the first day of January or the first day of July, as the case may be, next preceding the date of the certification hereof, or from such date of certification if it be a first day of January or a first day of July, at the rate of five (5) per centum per annum, payable semi-annually in like gold coin on the first days of January and July of each year at the office of Illinois Trust & Savings Bank, or, at the option of the holder, at the office of Chase National Bank, in New York, New York, or its successor, but the first instalment of interest hereon shall not be due before January 1, 1912. Principal and interest of this bond are payable without deduction for any present or future tax or taxes.

This bond is one of a series of bonds aggregating three

million five hundred thousand (3,500,000) dollars in amount, dated June 1, 1911, maturing January 1, 1928, issued and to be issued by Bloomington and Normal Railway and Light Company, bearing interest at the rate of five (5) per centum per annum, and being as far as may be of like tenor and effect. Bonds of said series may be in the form of coupon bonds of the denomination of one thousand (1,000) dollars each, numbered consecutively from one (1) to three thousand five hundred (3,500) inclusive, or in the form of registered bonds without coupons of the denominations of one thousand (1,000) dollars, five thousand (5,000) dollars, ten thousand (10,000) dollars, and of such other multiples of one thousand (1,000) dollars as shall be prescribed by Bloomington and Normal Railway and Light Company, numbered consecutively and issued in lieu of or in exchange for such coupon bonds, each such registered bond without coupons having endorsed thereon the number or numbers of the coupon bond or coupon bonds in lieu of or in exchange for which it is issued.

All bonds of said series are, as to both principal and interest, issued under and equally secured by an indenture of mortgage dated June 1, 1911, whereby Bloomington and Normal Railway and Light Company has mortgaged and conveyed or assigned all its property now owned and hereafter acquired to Illinois Trust & Savings Bank, as Trustee, as provided in said indenture, as security for said bonds, and reference is hereby made to said indenture for a description of the properties mortgaged and conveyed or assigned to said Trustee and the rights of the holders of said bonds under the same and the terms and conditions upon which said bonds are issued and secured. Said indenture provides for the creation of a sinking fund in the hands of the Trustee.

This bond or any coupon bond in lieu of or in exchange for which this bond is issued may be called and redeemed from the holder on any interest day in the manner provided in said indenture on payment of the principal sum hereof, with a premium of two and one-

half (2½) per centum thereon, and accrued interest. In the event of such call of one or more coupon bonds in lieu of or in exchange for which this bond is issued, this bond shall be surrendered to the Trustee, and the Trustee shall pay to the holder hereof the sums payable upon said coupon bond or coupon bonds thus called, and shall in addition thereto deliver to the holder hereof bonds of said series, either coupon or registered without coupons or both, at the holder's option, of a face value equal in the aggregate to the excess of the face value, if any, of this bond over such coupon bond or bonds thus called. If this bond or any such coupon bond is thus called and payment is duly provided, interest shall cease to be payable to the holder hereof on this bond or on that part of the face value of this bond representing a coupon bond which is called or coupon bonds which are called from and after the date fixed in the call for payment.

This bond is transferable only on the books of Illinois Trust & Savings Bank by the holder in person or his attorney duly authorized upon surrender hereof to Illinois Trust & Savings Bank. This bond is exchangeable at a reasonable charge by the holder in person or by his attorney duly authorized for a coupon bond or coupon bonds bearing the number or numbers of the coupon bond or bonds in lieu of or in exchange for which this bond was issued and representing a total principal obligation equivalent to the denomination hereof.

It is part of the contract herein contained that each holder hereof waives all right of recourse to any personal, statutory or other liability of any stockholder, officer or director of Bloomington and Normal Railway and Light Company for the collection of any indebtedness hereunder, as is more fully stated in said indenture.

In the event of default the principal of this bond may be declared by Illinois Trust & Savings Bank due and payable before maturity, as provided in said indenture.

This bond shall not become obligatory for any purpose

until the certificate hereon shall have been signed by said Illinois Trust & Savings Bank.

In Witness Whereof, Bloomington and Normal Railway and Light Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereto affixed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, thereunto duly authorized, on this first day of June, 1911.

BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY

By

.....*President.*

And by

.....*Treasurer.*

Trustee's Certificate.

Illinois Trust & Savings Bank, Trustee, hereby certifies that this bond is one of the series referred to in the within-mentioned indenture of mortgage, and is issued in lieu of or in exchange for coupon bonds not contemporaneously outstanding and numbered.....

ILLINOIS TRUST & SAVINGS BANK, *Trustee.*

By

Chicago, Illinois.....

and

Whereas all conditions necessary to the authorization of the execution, delivery and recording of these presents and of the issue of bonds to be secured hereby have been complied with,—

Now, Therefore, Bloomington and Normal Railway and Light Company, in consideration of the premises and of one (1) dollar to it in hand paid by the Trustee, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the bonds certified and issued hereunder—never to exceed in the aggregate three million five hundred thousand (3,500,000) dollars face value—and the faithful performance and observance of all the covenants and obligations of this instrument, has given, granted, bargained, sold, conveyed, assigned, mortgaged, pledged, warranted, transferred and set over, and by these presents does give, grant, bargain, sell, convey, assign, mortgage, pledge, warrant, transfer and set over unto said Illinois Trust & Savings Bank, Trustee, and its successors in trust, the following-described property, rights and franchises, in which it is intended to include all the property and assets of said company now owned and which may in the future be by it acquired, namely:—

First: All the street or other railways now owned, held or operated or which may at any time hereafter be in any manner acquired, held or operated by the Company, and all additions thereto and extensions thereof, and all tunnels, subways, bridges, viaducts, pipe lines, conduits, poles, wires and other structures now owned or authorized to be used, or which, or the right to use which, may at any time hereafter be in any manner acquired by or on behalf of the Company for use in connection with the operation or maintenance of street or other railways by the Company.

Second: All and singular the plant, poles, wires, conduits, cables and apparatus of every kind now owned, held or operated or which may at any time hereafter be in any manner acquired, held or operated by the Company, pertaining to or for use in connection with the manufacture, generation, distribution or sale by the Company of electric current for any purpose whatsoever.

Third: All and singular the plant, mains, pipes and apparatus of every kind now owned, held or operated or which may at any time hereafter be in any manner acquired, held or operated by the Company pertaining to or for use

in connection with the manufacture, generation, distribution or sale by the Company of steam or hot water for any purpose whatsoever.

Fourth: All and singular the plant, mains, pipes and apparatus of every kind which are now or may at any time hereafter be in any manner acquired, held or operated by the Company, pertaining to or for use in connection with the manufacture, generation, distribution or sale by the Company of gas for any purpose whatsoever.

Fifth: Any and all boilers, generators, engines, pumps, valves, pipings, meters, transformers, connections, fittings, cars, rolling-stock, rails, ties, tracks, wires, poles, equipment, apparatus, machinery, tools, implements, furniture, fixtures, appliances, appurtenances, accessories, materials, supplies, and other articles or things, whether now owned by the Company or hereafter acquired by it or on its behalf, pertaining to or for use in connection with the operation or maintenance of the Company's street railways or any part thereof, or pertaining to or for use in connection with the manufacture, generation, distribution or sale by the Company of gas, steam, hot water and electric current, or any of them.

Sixth: Any and all contracts, leases and other arrangements of every nature and character to which the Company is now or may at any time hereafter become a party, or to the benefit of which the Company is now or may at any time hereafter become entitled, concerning the property hereby mortgaged and pledged, or pertaining to or for use in connection with the operation or maintenance of the Company's street railways, or any part thereof, or pertaining to or for use in connection with the manufacture, generation, distribution or sale by the Company of gas, steam, hot water and electric current, or any of them.

Seventh: Any and all easements, rights of way, licenses, municipal or other grants, rights in, under, along, across or over streets, alleys or other public places, franchises, privileges, benefits, titles, immunities and interests, whether legal or equitable and howsoever granted, created or derived, and in whatsoever manner evidenced, now owned or hereafter to be acquired by or on behalf of the Company, affecting or pertaining to the operation or maintenance of the Company's street railways or any part thereof or any extensions thereof or additions thereto, or affecting or pertaining to the manufacture, generation, distribution or

sale by the Company of gas, steam, hot water and electric current, or any of them.

Eighth: All tolls, rents, issues, accounts, demands, choses in action, income and profits received or derived from the property hereby conveyed and pledged, or intended so to be, which the Company may now own at any time hereafter acquire or become entitled to.

Ninth: The following described real estate situate in the County of McLean, State of Illinois, to wit:—

(*a*) All that part of Lots 1 and 2 lying south of the right of way of the I. B. & W. R. R. now C. C. C. & St. L. R. R. and all of Lots 3, 4, 5 and 6 in Block 9 of H. H. Painter's Second Addition to the City of Bloomington, being the property now used for the Company's power house.

(*b*) Lots 1, 2, 3 and 4 in Block 1 of University Addition to the City of Bloomington and Lots 1, 2, 3 and 4 in Block 3 in Orme's Addition to the City of Bloomington, being the property now used for the Company's car barns.

(*c*) A right of way for street railway purposes over and along a strip of land 30 feet in width commencing at Beecher Street in the City of Bloomington and extending thence north on the west side of Franklin Avenue to the right of way of the Chicago & Alton Railway in the Town of Normal, said strip being more particularly described in the four below-mentioned deeds, recorded in the Recorder's Office of said McLean County, to which deeds and the record thereof reference is hereby made, said deeds being the following, to wit: Deed from William E. Johnson and wife to the Bloomington and Normal Horse Railway Company, dated April 29, 1870 and recorded May 23, 1870, in Book 76 of Deeds, page 408; Deed from Almira M. Bacon to the Bloomington and Normal Horse Railway Company, dated February 20, 1868, and recorded March 9, 1868, in Book 69 of Deeds, page 272; Deed from Daniel Sill and wife to the Bloomington and Normal Horse Railway Company, dated November 22, 1867, and recorded March 9, 1868, in Book 69 of Deeds, page 271; Deed from Franklin K. Phœnix and wife to the Bloomington and Normal Horse Railway Company, dated November 23, 1867,

and recorded December 17, 1867, in Book 64 of Deeds, page 560.

(*d*) A right of way for street railway purposes over and along a strip of land 30 feet in width commencing 182 feet north of the south line of University Avenue, in the City of Bloomington and extending north on the west side of Park Street to the south line of Beecher Street in said city and more particularly described in a certain deed made by the Trustees of the Illinois Wesleyan University to the Bloomington and Normal Railway dated March 23, 1900 and recorded April 9, 1900 in Book 312 of Deeds, page 401, in the Recorder's Office of said McLean County, to which deed and the record thereof reference is hereby made.

(*e*) A right of way for street railway purposes over and along the strips of land 25 feet in width commencing at the north line of Empire Street in said City of Bloomington, in the centre of Clinton Street and extending thence north to Division Street and thence west to Fell Avenue, and more particularly described in a certain deed made by John P. Walker and wife and Samuel R. White to the Bloomington and Normal Railway, dated February 1, 1902, and recorded in Book 218 of Deeds, page 210, in the Recorder's Office of said McLean County, to which deed and the record thereof reference is hereby made.

(*f*) A right of way for street railway purposes over and along the strips of land described in the three below-mentioned deeds recorded in the Recorder's Office of said McLean County, to which deeds and the record thereof reference is hereby made, said deeds being the following, to wit: Deed from Andrew Lindblad and wife to the Bloomington and Normal Railway dated January 13, 1902, and recorded May 26, 1902, in Book 222 of Deeds, page 238; Deed from Andrew Lindblad to the Bloomington and Normal Railway Electric and Heating Company dated October 23, 1903, and recorded December 21, 1903, in Book 231 of Deeds, page 131; Deed from Lewis Sailor to the Bloomington and Normal Railway Electric and Heating Company dated September 9, 1902, and recorded September 9, 1902, in Book 218 of Deeds, page 495.

(*g*) A right of way for street railway purposes over and along the strips of land described in the deed

from Steven Houghton to Bloomington and Normal Railway, dated June 4, 1900, and recorded January 7, 1902, in Book 218 of Deeds, page 168, in the Recorder's Office of said McLean County, and deed of Alice L. Hazle and husband to the Bloomington and Normal Railway Electric and Heating Company, dated March 22, 1904, and recorded in Book 231 of Deeds, page 247, in said Recorder's Office, to which deeds and the record thereof reference is hereby made.

(*h*) A right of way for street railway purposes through the Illinois State Normal University grounds, over and along the strips of land described in the deed from the Board of Education of the State of Illinois to the Bloomington and Normal Railway Electric and Heating Company, dated October 15, 1903, and recorded in Book 231 of Deeds, page 256, in the Recorder's Office of said McLean County, to which deed and the record thereof reference is hereby made.

(*i*) Also any and all other parcels of land or interests therein, legal or equitable, which the Company now owns or may hereafter acquire.

Together with all buildings, improvements, fixtures, rights, privileges, easements and appurtenances to said above-described real estate or any thereof appertaining or belonging.

Tenth: All the right, title and interest of the Company now existing or hereafter acquired, whether legal or equitable and howsoever acquired or evidenced, in and to any property, real, personal or mixed, including franchises, licenses, contracts, agreements, rights, easements, privileges and immunities, heretofore owned or enjoyed by any of the following-named corporations: The Bloomington and Normal Horse Railway Company, Bloomington City Railway, Bloomington and Normal Railway, Fort Wayne Jenney Electric Light Company, Bloomington Electric Light Company, Normal Electric Light and Power Company, Consumers Heat and Electric Company, Consumers Light and Heat Company, City District Heating Company, and Bloomington and Normal Railway Electric and Heating Company, and all the right, title and interest of the grantor herein, whether legal or equitable, and howsoever acquired or evidenced, in and to any and all bonds, obligations and certificates or shares of stock of or in the above-named

corporations, or any of them, including specifically, but without any limitation of the generality of the foregoing, the following shares, to wit:—

(*a*) Five thousand (5,000) shares of the aggregate par value of five hundred thousand (500,000) dollars, of the capital stock of the Bloomington & Normal Railway Electric & Heating Company, a corporation organized and existing under the laws of the State of Illinois;

(*b*) One thousand (1,000) shares of the aggregate par value of one hundred thousand (100,000) dollars, of the capital stock of the Consumers Light & Heat Company, a corporation organized and existing under the laws of the State of Illinois;

(*c*) One thousand (1,000) shares of the aggregate par value of one hundred thousand (100,000) dollars, of the capital stock of the Consumers Heat and Electric Company, a corporation organized and existing under the laws of the State of Illinois.

Eleventh: All other property of the Company which it now owns or which it may hereafter acquire, including, without in any way limiting the generality of the foregoing language, all street railways, plants, power houses, car barns, stables, sheds, warehouses, repair shops, storage houses, buildings, turn-tables, tunnels, subways, bridges, viaducts, pipe lines, conduits, poles, wires, cables, boilers, generators, engines, dynamos, regulators, reducers, storage batteries, pumps, valves, pipings, meters, transformers, connections, fittings, cars, rolling-stock, trolleys, trolley attachments, springs, trucks, car wheels, insulators, brakes, motors, rails, ties, tracks, equipment, apparatus, machinery, tools, implements, furniture, fixtures, appliances, appurtenances, accessories, materials, supplies, fuel, leases, easements, rights of way, licenses, municipal or other grants, rights in, under, along, across or over streets, alleys and other public places, franchises, privileges, benefits, titles, immunities and interests, whether legal or equitable and howsoever granted, created or derived, whether the same be for, in or concerning the construction, maintenance and operation of railways or street railways, the generation, distribution and sale of electricity or of steam or hot water, or otherwise; all things in action, inventions, proc-

esses, patents and patent rights, stocks, bonds or other securities, contracts, claims and demands of the Company, and all other property, real, personal and mixed, of whatsoever description and wherever situate, whether now held by the Company or hereafter acquired by it; and also all the estate, interest and claim whatsoever, in law as well as in equity, which the Company has in and to the premises and property hereby conveyed to the Trustee or intended or purported so to be conveyed.

To have and to hold all and singular the said property, franchises, privileges and immunities and all other property, franchises, privileges and immunities of every nature and character above described or intended so to be, and that by virtue of any provision hereof shall at any time hereafter become subject to this indenture, unto the said Illinois Trust & Savings Bank, Trustee, its successors and assigns in said trust and their and each of their assigns, to their own proper use, benefit and behoof forever, but in trust, nevertheless, for the equal and proportionate benefit of all present and future holders of such bonds and coupons issued and to be issued by the Company and certified by the Trustee under this indenture, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof or otherwise, upon and for the trusts, uses and purposes and subject to the covenants, conditions and privileges herein contained.

ARTICLE I.

Execution and Delivery of the Bonds.

Section 1. The bonds secured and to be secured by these presents aggregate three million five hundred thousand (3,500,000) dollars in amount, are dated June 1, 1911, are payable January 1, 1928, bear interest at the rate of five (5) per centum per annum, payable January 1, 1912, and semi-annually thereafter on the first days of January

and July in each year, and are in the forms of coupon bonds subject to registration and registered bonds without coupons. The coupon bonds are of the denomination of one thousand (1,000) dollars each, and are numbered consecutively from one (1) to three thousand five hundred (3,500), inclusive, and are exchangeable for registered bonds without coupons. The registered bonds without coupons are of the denominations of one thousand (1,000) dollars, five thousand (5,000) dollars, ten thousand (10,000) dollars, and of such other multiples of one thousand (1,000) dollars as shall be prescribed by the Company, are numbered consecutively, are issued in lieu or in exchange for coupon bonds not contemporaneously outstanding, each registered bond without coupons having endorsed upon it the number or numbers of the coupon bond or bonds in lieu of or in exchange for which it is issued, and each such registered bond without coupons is exchangeable at a reasonable charge for a coupon bond or coupon bonds bearing such number or numbers.

SECTION 2. Seven hundred sixty-nine thousand (769,000) dollars face value of the bonds hereby authorized shall be forthwith certified and delivered by the Trustee to the Treasurer of the Company or upon his written order or orders without any further action on the part of the Company, the bonds thus delivered being coupon bonds numbered from one (1) to seven hundred sixty-nine (769), inclusive, or registered bonds without coupons issued in lieu thereof, or partly such coupon bonds and partly such registered bonds without coupons.

SECTION 3. The Trustee shall, except as provided in the last paragraph of this section, hold in its possession six hundred thousand (600,000) dollars face value of the bonds secured hereby for the purpose of taking up from time to time the first mortgage bonds of the Bloomington and Normal Railway, Electric and Heating Company issued under said first mortgage dated June 2, 1902, the bonds thus reserved being coupon bonds numbered from seven hundred seventy

(770) to thirteen hundred sixty-nine (1,369) inclusive or registered bonds without coupons issuable in lieu thereof or partly such coupon bonds and partly such registered bonds without coupons.

Whenever the Company shall produce and deliver to the Trustee any of said first mortgage bonds issued under said first mortgage uncancelled, together with the coupons not then matured thereon and proof satisfactory to the Trustee of the cancellation of matured coupons, which proof may consist of the certificate of the trustee under the first mortgage, the Trustee shall at once certify and deliver to the Treasurer of the Company or upon his written order or orders an amount of the bonds secured hereby equal to the face value of said first mortgage bonds so delivered. The Trustee shall thereupon hold the said first mortgage bonds thus delivered to it under the trusts of this mortgage as part of the security for the bonds issued hereunder as hereinafter provided. Until the Company shall make default as hereinafter provided, the income from the said first mortgage bonds so delivered to and held by the Trustee shall belong to the Company, and the Trustee shall from time to time as they mature detach the coupons from the said first mortgage bonds, and deliver them cancelled to the Treasurer of the Company or upon his written order. When there shall have been delivered to the Trustee all of said first mortgage bonds which have been certified under said first mortgage of the Bloomington and Normal Railway, Electric and Heating Company dated June 2, 1902, the Trustee shall, upon request of the Company, cancel such bonds and take the proper steps to have said first mortgage dated June 2, 1902, discharged, and upon the discharge of said first mortgage, the Trustee shall certify and deliver to the Treasurer of the Company the balance, if any, of the said six hundred thousand (600,000) dollars of bonds secured hereby and reserved under this section.

If at any time the Company shall deliver to the Trustee satisfactory evidence that said first mortgage has been

discharged, the Trustee shall thereupon certify and deliver to the Treasurer of the Company or upon his written order or orders all of the said six hundred thousand (600,000) dollars of bonds secured hereby and reserved under this section or any portion thereof not already certified and delivered.

SECTION 4. The Trustee shall from time to time certify and deliver to the Treasurer of the Company or upon his written order or orders bonds to the additional amount of two million one hundred thirty-one thousand (2,131,000) dollars face value, being coupon bonds numbered from thirteen hundred seventy (1370) to three thousand five hundred (3,500) inclusive, or registered bonds without coupons issued in lieu thereof, or partly such coupon bonds and partly such registered bonds without coupons; provided, however, that such bonds or any of them shall be so certified and delivered by the Trustee only

(*a*) When the Company shall, after June 1, 1911, have acquired and subjected to the lien hereof, either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, new property of a permanent nature or have made any permanent extensions, additions, alterations, betterments or improvements (not including therein repairs and not including therein renewals of or substitutions for previously existing property, except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced) to, of, in or upon its property then subject to the lien hereof as aforesaid; and

(*b*) When such new property of a permanent nature or permanent extensions, additions, alterations, betterments or improvements shall not have been used as a basis for the issue of any bonds hereunder, or as a basis for the release of any property from the lien hereof, or as a basis for the payment of any release or insurance moneys or of any cash deposited against the issue of bonds, by the Trustee to the Company hereunder or as a basis for the withdrawal of any moneys deposited under said first mortgage; and

(*c*) When there shall have been delivered to the Trustee an affidavit of the President or the Treasurer of the Company stating the fact of the acquisition of such new property of a permanent nature or the making of such permanent extensions, additions, alterations, betterments or improvements, the date of the acquisition thereof, the fact that the same have become subject to the lien of this indenture either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, stating in reasonable detail the cost to the Company thereof, stating that no repairs are included therein, and that no renewals of or substitutions for previously existing property are included therein, except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced, and stating that none of said new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements has been used as a basis for the issue of any bonds hereunder, or as a basis for the release of any property from the lien hereof, or as a basis for the payment of any release or insurance moneys or of any cash deposited against the issue of bonds, by the Trustee to the Company hereunder or as a basis for the withdrawal of any moneys deposited under said first mortgage; and

(*d*) Upon a certificate of a competent disinterested person, selected by the Trustee and paid by the Company, stating the actual and reasonable cash cost to the Company of each item as specified by him of such new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements and stating that, in his opinion, such new property, extensions, additions, alterations, betterments and improvements constitute new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements, or without such certificate, if the Trustee shall so elect and the President or the Treasurer of the Company shall certify to the Trustee that in his opinion, such new property, extensions, additions, alterations, betterments and improvements constitute new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements; and

(*e*) Upon vote of the Board of Directors of the Company stating the face value and serial number or

numbers of the bond or bonds to be issued, and requesting and directing the certification of such bond or bonds hereunder, whereof a certified copy shall be delivered to the Trustee; and

(*f*) When, in case of the acquisition of additional real property, such real property shall, in the opinion of counsel retained by the Trustee and paid by the Company, be free from lien other than the lien of this indenture and have been by indenture supplemental hereto subjected to the lien hereof either as a first lien, or as a lien subject only to the lien of said first mortgage dated June 2, 1902; and

(*g*) When the net earnings of the Company for the preceding year shall have been at least twice the amount of the interest charges on the bonds issued under said first mortgage dated June 2, 1902, and under this mortgage, including the bonds then to be issued,—all as more fully hereinafter in this Article set forth, and this fact shall have been evidenced by an affidavit of the President or the Treasurer of the Company; and

(*h*) To the extent at their face value of not more than eighty (80) per centum of the actual and reasonable cash cost to the Company, of such new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements, as determined by said affidavit and said certificate.

New property of a permanent nature and permanent extensions, additions, alterations, betterments and improvements, as used in this section and elsewhere in these presents, shall be taken to include the acquisition, construction (including street paving) and equipment of additional lines of railway, of extensions and improvements of the present street railway, hot water, steam heating, electric light and power systems of the Company, or of a gas system and extensions and improvements thereof, real estate, street paving, power houses, gas plants, switches, sidings, car houses, shops, or other buildings, rolling-stock, and equipment thereof, wires, pipes, mains, conduits, machinery, apparatus and other equipment and other additions to existing or future acquired lines, systems or equipment, includ-

ing renewals or replacements of, or substitutions for, previously existing property of the nature hereinbefore described, but only to the extent that the cost thereof exceeds the cost, when new, of the things renewed or the things replaced. In no case shall any expenditures for maintenance or renewals which are necessary to keep the mortgaged property undiminished in value, in thorough repair and in a high state of operating efficiency, or which in the ordinary practice of corporations carrying on a business similar to that carried on by the Company are charged to operating expenses, be deemed to be for new property of a permanent nature, or permanent extensions, additions, alterations, betterments or improvements; and no choses in action and no securities of other corporations or associations shall in any case be deemed to be new property of a permanent nature, or permanent extensions, additions, alterations, betterments or improvements.

The proof of any fact which the Trustee is required to know before certifying bonds, if not otherwise herein provided for, may be made by and in an affidavit of the President or the Treasurer of the Company.

Section 5. Notwithstanding the foregoing provisions, the Trustee may from time to time certify and deliver to the Treasurer of the Company or upon his written order or orders any one or more of said two million one hundred thirty-one thousand (2,131,000) dollars face value of bonds, being coupon bonds numbered from thirteen hundred seventy (1370) to thirty-five hundred (3500) inclusive, or registered bonds without coupons issued in lieu thereof, or partly such coupon bonds and partly such registered bonds without coupons, upon the deposit with the Trustee in cash of the face value of the bonds thus certified and delivered and upon vote of the Board of Directors of the Company stating the face value and serial number or numbers of the bond or bonds to be issued, and requesting and directing the certification of such bond or bonds hereunder, whenever the net earnings of the Company for the preceding year shall have been at least twice the amount of

the interest charges on the bonds issued under said first mortgage dated June 2, 1902, and under this mortgage, including the bonds then to be issued,—all as more fully hereinafter in this Article set forth; provided that the amount of cash held by the Trustee at any one time as a result of such deposits shall never exceed eight hundred thousand (800,000) dollars.

All moneys received by the Trustee under the provisions of this section shall be held by it as a special deposit as security for the principal and interest of the bonds and coupons secured hereby, and shall be repaid by the Trustee to the Company in amounts from time to time equal to eighty (80) per centum of the actual and reasonable cash cost of new property of a permanent nature, permanent extensions, additions, alterations, betterments and improvements acquired or made by the Company, upon compliance by the Company with each and all of the provisions and conditions hereinabove in this article contained regulating the issue under this indenture of said bonds hereinabove in this section first described, excepting, however, the paragraph fixing the amount of bonds at eighty (80) per centum of certain actual and reasonable cash cost, as that paragraph is not by its terms applicable, and its place has been taken by the specific provision hereinabove contained; and excepting the paragraph concerning the ratio of net earnings to interest charges; and excepting also that the vote of the Directors required by said provisions shall cover the amount of cash to be paid out by the Trustee instead of the face value and serial number or numbers of the bonds to be issued.

Section 6. No expenditure for maintenance or renewals which in the ordinary practice of companies doing a similar business is charged to operating expenses shall be deemed to be for new property of a permanent nature or permanent extensions, additions, alterations, betterments or improvements, and no choses in action, and no securities of other corporations or associations shall be deemed to be new

property of a permanent nature, or permanent extensions, additions, alterations, betterments or improvements.

SECTION 7. No bonds shall be certified by the Trustee hereunder except the seven hundred sixty-nine thousand (769,000) dollars face value of bonds hereinbefore in this Article authorized to be certified forthwith upon the execution and delivery of this indenture and the six hundred thousand (600,000) dollars par value of bonds hereinbefore in this Article authorized to be reserved and issued against said first mortgage bonds of the Bloomington & Normal Railway, Electric & Heating Company, unless and until the net earnings of the Company for the preceding year shall have been at least twice the annual bond interest charge of the Company. The expression "net earnings of the Company for the preceding year" as above used and as hereinbefore in this Article used, shall in the case of each application for the certification of bonds be construed to mean the gross earnings less all operating expenses, taxes, and insurance for a period of twelve (12) calendar months ending not more than sixty (60) days prior to the date of such application. The expression "annual bond interest charge of the Company" shall in the case of each such application for certification of bonds be construed to include the annual interest charges upon all bonds then outstanding under said first mortgage dated June 2, 1902, and the annual interest charge upon all bonds then outstanding under this indenture and the equivalent of the annual interest charge upon the bonds which it is then proposed to certify hereunder, including in each case all bonds held in sinking funds under the provisions of the respective mortgages securing the same, but not including any bonds issued under said first mortgage and held by the Trustee hereunder as part of the security for the bonds issued hereunder.

SECTION 8. The Trustee, endeavoring in good faith to act in accordance with the several foregoing provisions, as construed by it or by counsel, shall not be responsible for the certification or delivery of any bonds under this Article.

SECTION 9. The Company shall from time to time execute and deliver to the Trustee such coupon bonds and such registered bonds without coupons as the Trustee shall require for the purpose of issue or exchange. Bonds executed in behalf of the Company by persons who shall at the time of the execution thereof be its President or Vice-President and Treasurer or Assistant Treasurer, or other officers thereto then authorized, and coupons bearing the facsimile signature of a person who at any time shall have been the Treasurer of the Company, shall, upon certification by the Trustee, be valid obligations of the Company and shall come within the security of this indenture, notwithstanding the fact that one or more or all of such persons shall cease to hold his or their offices in the Company before the certification or, as to the facsimile signature of the Treasurer, before the execution or before the certification of such bonds. In case of the acquisition by any other corporation of the property mortgaged hereby, such other corporation may similarly, by its officers thereto duly authorized, execute for purposes of exchange only, bonds to be secured hereby, in the name of the Company and as its agent, and the Company hereby specifically authorizes such action and ratifies the same.

All bonds certified by the Trustee hereunder shall be conclusively deemed to be valid obligations of the Company, not only against the Company, but against the mortgaged property and all claimants thereto and as against the other bondholders hereunder; and the Trustee shall be under no liability whatever on account of any defect or invalidity in the execution of any bonds certified by it hereunder.

All bonds shall be dated June 1, 1911. The Trustee before delivering any coupon bonds shall detach and cancel all coupons then matured. Registered bonds without coupons shall bear interest from the first day of January or the first day of July, as the case may be, next preceding the date of the certification thereof by the Trustee or from such date of certification by the Trustee if it be a first day

of January or first day of July. The Trustee shall mark such date of certification upon every such bond.

SECTION 10. Pending the engraving of the bonds to be secured hereby, the Company may execute and issue one or more temporary bonds of an aggregate face value not exceeding seven hundred sixty-nine thousand (769,000) dollars. Such temporary bond or bonds shall, upon request of the Company, be certified by the Trustee to be the temporary bond or bonds referred to in this indenture, and upon such certification such temporary bond or bonds shall be delivered by the Trustee to the Treasurer of the Company or upon his written order or orders. Upon the surrender to and cancellation by the Trustee of such temporary bond or bonds, or any of them, the Trustee shall certify permanent bonds to the face value of such temporary bonds so surrendered and cancelled. Such temporary bond or bonds shall be secured by and entitled to the benefit of the provisions of this indenture to the same extent and as fully as the bonds to be ultimately issued, and shall until cancellation be deemed the bond or bonds secured hereby to the extent to which they are issued and certified.

SECTION 11. In case any bond issued hereunder, with the coupons, if any, thereto appertaining, shall become mutilated or be destroyed, the Company in its discretion may issue, and thereupon the Trustee may certify and deliver, a new bond of like tenor, bearing the same number, in exchange and substitution for and upon cancellation of the mutilated bond and such coupons, or instead of the bond and such coupons, so destroyed, upon receipt of satisfactory evidence of the destruction of the bond and coupons, if any, and upon receipt of satisfactory indemnity.

ARTICLE II.

CALL AND PAYMENT OF THE BONDS.

The Company may call and pay, on any semi-annual interest day, all, but not less than all, the outstanding

bonds secured hereby at their face value plus a premium of two and one-half (2½) per centum and accrued interest to said interest day in the following manner. The Company shall publish notice of said call twice a week for five (5) successive weeks in a newspaper of general circulation published in Chicago, Illinois, and in a newspaper of general circulation published in Boston, Massachusetts, the first publication in each paper to be not less than sixty (60) days prior to the date fixed for such payment, and shall mail a notice thereof to the registered holder of any bond thus called at his registered address. Before the date fixed in the call for payment the Company shall deposit with the Trustee a sum of money sufficient to pay on the terms above stated all bonds so called and not by it deposited, cancelled, with the Trustee, and sufficient in addition to pay all costs and charges payable hereunder. The Trustee shall cancel all such bonds thus called upon the presentation thereof for payment. In case any question shall arise as to whether any notice provided for in this article shall have been given as provided, such question shall be decided by the Trustee, whose decision shall be final and binding upon all parties in interest.

Upon such deposit the money deposited shall, from the date fixed in the call for payment, stand as security for the bonds so called and not deposited, cancelled, with the Trustee, in lieu of the property covered by the lien hereof. If such notice is given and deposit made, interest on all bonds so called shall cease from and after the date fixed in the call for payment. All sums of money which are payable under the foregoing provisions are payable in gold coin of the United States of America of the present standard of weight and fineness.

In addition to the provisions in this Article contained the bonds issued hereunder are subject to call for the sinking fund under the provisions in regard thereto hereinbelow contained.

ARTICLE III.

Possession and Use of Property before Default.

Section 1. The Trustee shall until default permit the Company to possess, operate, use and enjoy the mortgaged estate and receive and disburse the income, revenue and profits therefrom as fully and completely as if this indenture had not been made, but not inconsistently with the security hereby created, and to that end the Company shall have the right, until default, to enjoy and receive the benefit of all contracts made by it in the course of its business, and may, without securing the consent of the Trustee, from time to time in the usual course of business, sell its manufactured product or any goods, wares, merchandise or commodities which it shall deal in in the usual course of its business.

Section 2. The shares of stock of the Bloomington & Normal Railway, Electric & Heating Company, of the Consumers Light & Heat Company, and the Consumers Heat and Electric Company covered hereby shall be assigned and delivered to the Trustee, or its nominee, and certificates for such stock transferred to the Trustee or such person as it may designate, to be held under the provisions hereof; or, at the Trustee's option, the certificates for such stock shall be endorsed in blank and thus held by the Trustee or its nominee without any transfer thereof. The Trustee shall, whenever requested by the Company, assign and transfer to the persons designated by the Company such number of shares of stock covered hereby as aforesaid as may be necessary or desirable to qualify such persons as directors, trustees or officers of the corporation issuing such stock. The Trustee shall likewise give or cause to be given to the Company, upon request, proxies in proper form, authorizing the Company or its officers or agents or nominee to vote upon all such stock at stockholders' meetings.

Section 3. The Company may at any time cause any one or more or all of the Bloomington & Normal Railway,

Electric & Heating Company, the Consumers Light & Heat Company, the Consumers Heat and Electric Company and the City District Heating Company to be dissolved and the property thereof transferred to the Company, and the Trustee shall, upon notice from the Company of its intention so to dissolve any one or more or all of said corporations, give or cause to be given such proxies and take such steps as shall be requested by the Company. No transfer of any property of any of said corporations to the Company, whether upon such dissolution or otherwise, shall be used as a basis for the issue of any bonds hereunder or for the release of any property from the lien hereof or as a basis for the payment of any release or insurance moneys or of any cash deposited against the issue of bonds by the Trustee to the Company hereunder.

ARTICLE IV.

Covenants of the Company.

Section 1. The Company covenants to pay said bonds and coupons, and to perform all the obligations by it to be performed therein and herein contained.

Section 2. The Company covenants to pay, when the same shall become due and payable from time to time, all valid taxes, government charges, calls and assessments of every name and nature assessed or laid upon the property mortgaged hereunder, or upon any part thereof, or on any interest therein, or on the income and profits thereof, and all sums which may become due or payable on account of or under the terms of any and all licenses, franchises or municipal ordinances; and in case the Company fails thus to pay any of the taxes, government charges, calls and assessments herein mentioned, or any sums due or payable on account of or under the terms of any licenses, franchises or municipal ordinances as aforesaid within thirty (30) days after the same shall have become due and payable,

and also within such time as they may be paid without penalty or interest, or, in case such failure may cause the loss by the Company of any of its licenses, rights, privileges or franchises which are necessary to enable it to operate and maintain as constructed any substantial portion of its plants or systems, forthwith upon the same becoming due and payable, the Trustee shall have the right at its option, and upon being indemnified to its reasonable satisfaction and requested in writing by the holders of at least one-tenth (1-10) of the bonds outstanding so to do, it shall be its duty, upon receipt of sufficient funds for that purpose, to pay all said taxes, government charges, calls and assessments or other sums itself, unless the same shall in the Trustee's opinion be in good faith contested by the Company and proceedings to enforce the same shall have been stayed pending such contest; and thereupon the Company shall repay to the Trustee the amount thereof upon demand, with interest at the rate of six (6) per centum per annum from the time the same was paid by the Trustee. The amount of any such payments by the Trustee shall, until paid, constitute a lien upon the property covered by this indenture, and in case of default shall be repaid to the Trustee before any payments are made on any bonds or coupons. The Trustee shall be under no obligation to make any such payments unless requested by the holders of one-tenth (1-10) in amount of the bonds outstanding and indemnified to its reasonable satisfaction, and unless the necessary funds for that purpose be first furnished it.

Section 3. The Company covenants that it will diligently preserve its corporate existence and all rights, locations, franchises and ordinances now or hereafter acquired which are or shall be essential to the operation and maintenance as constructed of any substantial portion of its plants or systems; provided, however, that it may, contemporaneously with the acceptance or other acquisition of any new ordinance or franchise in place of any existing ordinance or franchise, surrender or cancel such existing

ordinance or franchise if required so to do as a condition precedent to the acceptance or other acquisition of such new ordinance or franchise and if, in the opinion of a competent disinterested person selected by the Trustee and paid by the Company, such surrender or cancellation is for the best interest of the bondholders hereunder. In such case the Trustee shall, upon request of the Company, join in the surrender or cancellation of such existing franchise or ordinance, and the Trustee so joining or requesting shall be without liability in regard thereto.

SECTION 4. The Company covenants that it will at all times keep its insurable property suitably insured against loss or damage by fire and boiler explosion in such amounts and in such insurance companies as will reasonably protect the interest of the bondholders hereunder. The policies for such insurance shall be made payable to and shall be delivered to the Trustee unless made payable to and delivered to the trustee under said first mortgage. In case the property of the Company is not suitably insured in the opinion of the Trustee, the Trustee may cause insurance to be placed thereon in such amounts and in such insurance companies as the Trustee shall decide. The Trustee shall upon the written request of the holders of one-tenth (1-10) in amount of the bonds then outstanding specifying the property to be insured and the amount of insurance, and upon being indemnified to its reasonable satisfaction, cause insurance to be placed upon the property specified in such request in the amount therein required, provided the necessary funds to procure the same are furnished the Trustee. In every such case the Company shall repay to the Trustee, upon demand, the amount of the premiums expended by it, together with interest thereon at the rate of six (6) per centum per annum from the time of the expenditure by the Trustee. The amount of any such expenditure, with interest until repaid to the Trustee, shall constitute a lien on the property covered by these presents, and in case of default shall be repaid to the Trustee before any payments

are made on any bonds or coupons as herein provided. The Trustee shall not be responsible for the insuring of property or for renewals of such insurance or for the amount of insurance, except when requested and indemnified as aforesaid, and furnished with the funds for that purpose, and then only for neglect to comply with such request.

All moneys received by the Trustee from any insurance shall be held by it as security for the principal and interest of the bonds and coupons secured hereby. In case the Company shall, within one year from the date of the receipt of any such moneys by the Trustee, make any reconstructions, replacements or repairs of or upon the property damaged or injured on account of which the insurance money became payable, or acquire any new property of a permanent nature, or make any permanent extensions, additions, alterations, betterments or improvements (not including therein repairs and not including therein renewals of or substitutions for previously existing property other than the property so damaged or injured, except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced) to, of, in or upon its property, and such repairs, replacements, reconstructions, new property of a permanent nature, or permanent extensions, additions, alterations, betterments or improvements shall have been subjected to the lien of this indenture either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, and shall not have been used as a basis for the issue of any bonds hereunder or as a basis for the release of any property from the lien hereof, or as a basis for the payment of any release or insurance moneys or of any cash deposited against the issue of bonds, by the Trustee to the Company hereunder or as a basis for the withdrawal of any moneys deposited under said first mortgage,—then and in such case the Trustee shall pay over to the Company in instalments from time to time such portions of such moneys as shall equal the cost of such repairs, replacements, reconstructions, new property of a

permanent nature, or permanent extensions, additions, alterations, betterments or improvements; the acquisition or the making, and the permanence thereof, the fact of the same having become subject to the lien of this indenture, either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, the cost thereof, the fact of non-user for the purposes above in this paragraph enumerated, the fact that the same include no repairs and no renewals of or substitutions for previously existing property (other than of or for the property damaged or injured on account of which the insurance moneys became payable), except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced, and, in the case of additional real property, the title thereof, having first been certified to the Trustee in the manner above required in the case of the issue of bonds.

If the Company in good faith shall have begun the reconstruction, replacement or repair of the said property or any portion thereof, or the construction of permanent extensions, additions, alterations, betterments or improvements as aforesaid, but, owing to the extent of the work undertaken or because of unavoidable or reasonable delays, a greater length of time for the completion of such work is required than one year, then the Trustee in its absolute discretion may extend the time for the completion of such work for a further period or for successive further periods not exceeding in the aggregate one year; and the Company shall have the same right, during such extended period or periods, to receive portions of said insurance money in the same manner as if said work had been performed within the period of the first year.

After the expiration of such original one-year period and of any extensions thereof granted by the Trustee, or at any earlier date at the request of the Company, the Trustee shall add such insurance moneys, or the balance thereof then remaining in its hands, to the sinking fund, and shall apply the same to the purchase or call of bonds in the manner hereinafter provided therefor.

In case of any loss covered by any policy of insurance, any appraisement or adjustment of such loss and settlement and payment of indemnity therefor which may be agreed upon between the Company and any insurance company may be consented to and accepted by the Trustee, and the Trustee shall be in no way liable or responsible for the adjustment or collection of any insurance in case of any loss.

Any such insurance moneys in the hands of the Trustee from time to time shall draw interest at the current rate paid by the Trustee upon funds of like character held by it upon deposit.

SECTION 5. The Company covenants that it will not commit or suffer, or permit others to commit, strip or waste of any of the mortgaged estate, and the Company further covenants that it will at all times maintain, preserve and keep its plants and systems and all parts thereof in thorough repair, working order and condition, and fully supplied with all necessary equipment; that it will from time to time make all needful and proper repairs, renewals, replacements and alterations, so that its business and every part thereof shall at all times be carried on with safety and despatch; that it will not do or omit to do any act or thing whereby its property, licenses, locations, franchises or rights under any ordinances or by-laws may become lost or impaired or subject to forfeiture; and that it will at all times, upon request, furnish the Trustee with a schedule showing in reasonable detail the items of the estate, property and franchises covered by this mortgage or intended or purported so to be covered.

SECTION 6. The Company covenants that none of the property now owned by any of the following corporations, viz.,—Bloomington & Normal Railway, Electric & Heating Company, Consumers Light & Heat Company, Consumers Heat and Electric Company and City District Heating Company, shall be sold or transferred other than to the Company.

SECTION 7. The Company covenants with the Trustee that the mortgaged property, and all parts thereof, is free and clear of all liens of every nature having priority or which may become entitled to priority over these presents, except as to said first mortgage dated June 2, 1902, and except property, privileges, immunities and franchises which may be hereafter acquired by it and which shall not have been used as the basis of any issue of bonds hereunder, or as the basis for the release of any property from the lien hereof, or as the basis for the payment of any insurance or release moneys or cash deposited against the issue of bonds hereunder to the Company by the Trustee hereunder. The Company further covenants with the Trustee that it has good title to and full power and authority to sell and convey the property hereby conveyed or purported to be conveyed, except as aforesaid, and that it will warrant and defend the lien and interest of the Trustee in said property against the lawful claims of every person and all persons claiming or to claim the same. The Company further covenants not to suffer any lien superior or equal to the lien hereof to attach to the mortgaged estate.

SECTION 8. The Company covenants to keep this indenture at all times properly filed and recorded in such manner and at such places as may be required to establish and maintain the superior lien hereof on the property mortgaged hereunder.

SECTION 9. The Company covenants to make, execute, acknowledge, deliver and record, as often as requested by the Trustee, any confirmatory, renewal, supplemental or other indentures and any other instruments or conveyances which, in the opinion of the Trustee, are or may be necessary to subject to the lien hereof the property mortgaged or pledged hereunder or any additional property which may be acquired by the Company.

ARTICLE V.

Sale and Release of Property before Default.

Section 1. The Company may at any time before default, without the consent of the Trustee, sell or otherwise dispose of any part of the mortgaged estate which may have become worn or damaged or otherwise unsuitable to be used in the conduct of the Company's business, provided that other property of equal value shall have been substituted therefor, and provided that the Company shall not under this provision, without the consent of the Trustee, sell or dispose of, in any six (6) successive months, property exceeding in value the sum of three thousand (3,000) dollars.

Section 2. The Trustee may from time to time, at the request of the Company, release from the lien of this indenture any of the mortgaged estate when in its judgment, based upon the certificate of a competent disinterested person selected by it and paid by the Company, or, if the Trustee shall so elect, upon the certificate of the President or the Treasurer of the Company, other property of equal value for the purposes of the Company shall have been substituted therefor and subjected to the lien hereof either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902. Property acquired before any such request for a release may be treated as a substitute for property to be released, provided the Trustee shall have been notified in writing by the Company at or before the acquisition of such property that it is intended as a basis for a future release.

Section 3. The Trustee may also from time to time, at the request of the Company, release from the lien of this indenture any of the mortgaged estate when the Company makes deposit with the Trustee hereunder or, in the case of property subject to the first mortgage, with the trustee under said first mortgage of money equal in amount to the

value of the property to be released, as determined by the certificate of a competent disinterested person selected by the Trustee and paid by the Company, or, if the Trustee shall so elect, by the certificate of the President or the Treasurer of the Company. The deposit of money in accordance with the provisions hereof with the trustee under said first mortgage may be evidenced by the delivery to the Trustee hereunder of a certificate of the trustee under said first mortgage.

All moneys received by the Trustee under the provisions of this Article shall be held by it as security for the principal and interest of the bonds and coupons secured hereby. In case the Company shall within one year from the date of the receipt of any such moneys by the Trustee replace or acquire substitutions for the property on account of the release of which such moneys were received, or acquire any new property of a permanent nature or make any permanent extensions, additions, alterations, betterments or improvements (not including therein repairs, and not including therein renewals of or substitutions for previously existing property, other than the property so released, except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced) to, of, in or upon its property, and such replacements, substitutions, new property of a permanent nature or permanent extensions, additions, alterations, betterments or improvements shall have been subjected to the lien of this indenture, either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, and shall not have been used as a basis for the issue of any bonds hereunder, or as the basis for the release of any property from the lien hereof, or as the basis for the payment of any release or insurance moneys or of any cash deposited against the issue of bonds, by the Trustee to the Company hereunder or as a basis for the withdrawal of any moneys deposited under said first mortgage,—then and in such case the Trustee shall pay over to the Company in in-

stalments from time to time such portions of such moneys as shall equal the cost of such replacements, substitutions, new property of a permanent nature, or permanent extensions, additions, alterations, betterments or improvements; the acquisition or the making and the permanence thereof, the fact of the same having become subject to the lien of this indenture, either as a first lien or as a lien subject only to the lien of said first mortgage dated June 2, 1902, the cost thereof, the fact of non-user for the purposes above in this paragraph enumerated, the fact that the same include no repairs and no renewals of or substitutions for previously existing property (other than of or for the property on account of the release of which such moneys were received by the Trustee) except to the extent that the cost thereof exceeds the cost when new of the things renewed or the things replaced, and, in the case of additional real property, the title thereof, having first been certified to the Trustee in the manner above required in the case of the issue of bonds.

If the Company in good faith shall have begun the construction of any such replacements, substitutions or permanent extensions, additions, alterations, betterments or improvements as aforesaid, but, owing to the extent of the work undertaken or because of unavoidable or reasonable delays, a greater length of time for the completion of such work is required than one year, then the Trustee in its absolute discretion may extend the time for the completion of such work for a further period, or for successive further periods not exceeding in the aggregate one year, and the Company shall have the same right during such extended period or periods to receive portions of said release moneys in the same manner as if said work had been performed within the period of the first year.

After the expiration of such original one-year period, and of any extensions thereof granted by the Trustee, or at any earlier date at the request of the Company, the Trustee shall add such release moneys, or the balance thereof then remaining in its hands, to the sinking fund, and shall

apply the same to the purchase or call of bonds in the manner hereinafter provided therefor.

Any such release moneys in the hands of the Trustee from time to time shall draw interest at the current rate paid by the Trustee on funds of like character held by it on deposit.

ARTICLE VI.

Sinking Fund.

The Company covenants that it will on or before July 1, 1912, and on or before July 1 in each year thereafter, up to and including July 1, 1919, pay to the Trustee a sum of money equal to one (1) per centum of the total face value of all the bonds which shall have been issued hereunder whether or not then outstanding up to the first day of July on which the payment in question is made, and that it will, on or before July 1, 1920, and on or before July 1 in each year thereafter during the continuance of these presents pay to the Trustee a sum of money equal to two (2) per centum of the total face value of all the bonds which shall have been issued up to the first day of July on which the payment in question is made, whether or not the same shall be then outstanding. The Trustee shall thereupon forthwith cause to be published twice a week for two (2) successive weeks in a newspaper of general circulation published in Chicago, Illinois, and in a newspaper of general circulation published in Boston, Massachusetts, notice of the fact that it will, up to a date therein fixed by it, receive proposals to sell to it bonds secured hereby. The Trustee shall devote to the purchase of such of said bonds as can be most cheaply purchased under the offers to sell which it receives the said money and all other moneys then held by it and applicable to such purchase; provided, however, that the Trustee shall not purchase bonds on such proposals at a price exceeding the face value thereof and accrued interest

plus a premium of two and one-half per centum of such face value.

If the Trustee fails to obtain sufficient bonds at said price to exhaust such sinking fund, it shall call for payment on the next available interest day, in the manner and at the price hereinbefore fixed for the call of bonds, a sufficient number of bonds secured hereby to exhaust such moneys. The Trustee shall publish and mail notice of said call in the manner in which the Company is hereinbefore required to publish and mail notice of the call of bonds. The bonds so to be called shall be determined by lot by the Trustee, and the drawing shall be made by the numbers of the coupon bonds. In case there shall then be outstanding a registered bond without coupons issued in lieu of or in exchange for any coupon bond thus called, or for any such coupon bond and other coupon bonds, the holder of such registered bond without coupons shall deliver it to the Trustee and the Trustee shall pay such holder the sum payable on account of the coupon bond or bonds thus called, and shall in addition deliver to the holder bonds, either registered or coupon, as he shall elect, of an aggregate face value equivalent to the excess in face value, if any, of such registered bond without coupons surrendered as aforesaid over such coupon bond or bonds thus called.

All bonds purchased or called for the sinking fund shall be stamped by the Trustee "Held in sinking fund," shall be permanently held in the sinking fund, and shall draw interest in the same manner as outstanding bonds. All interest received by the Trustee upon said bonds or upon any other part of the sinking fund shall be by the Trustee added to the sinking fund and applied, together with the annual payments hereinbefore covenanted to be made, toward the purchase or call of bonds in the manner hereinbefore provided.

ARTICLE VII.

Transfer of Coupons and of Bonds.

The coupons to be secured hereby are transferable by delivery and when paid shall be cancelled, and, after default in the payment of any coupon or coupons, no coupon shall be secured hereby or embraced within the trusts hereof or be assignable unless accompanied by the bond or bonds to which it was originally attached.

The bonds to be secured hereby shall be transferable according to their terms: as to coupon bonds unregistered or registered to bearer, by delivery; as to the principal of coupon bonds registered other than to bearer and as to registered bonds without coupons, only on the books of the Trustee. Any payment made in good faith by the Trustee to a registered holder of a bond without coupons and any payment on account of principal to the registered holder of a coupon bond shall discharge it and the Company *pro tanto.*

The Trustee shall certify, shall make exchanges of and shall register the bonds hereby secured in accordance with the terms of the said bonds and of this indenture. Coupon bonds in exchange for which registered bonds have been issued shall be cancelled by the Trustee.

ARTICLE VIII.

Provisions for Default.

In case default shall be made by the Company in the payment of any bond or coupon, or of any sums that may be due the Trustee hereunder, or of any sums payable for sinking fund purposes, or in any other covenant or condition whatsoever of this indenture, or in case a receiver shall be appointed for the Company and such default, other than a

default in the payment of principal or such appointment of a receiver shall continue for a period of ninety (90) days after written notice thereof shall have been given by the Trustee to the Company, or without such ninety (90) days' delay in case such delay is waived by vote of the Company's Directors, or in case such default, if continued, will cause the loss by the Company of any of its licenses, rights, privileges or franchises which are necessary to enable it to operate and maintain as constructed any substantial portion of its plants or systems, the Trustee may do any one of the following things, and, if specifically so requested in writing by the holders of one-fourth (¼) in amount of the bonds secured hereby and indemnified to its reasonable satisfaction, the Trustee shall take the steps and do the things set forth in subdivision (1) of this Article, and shall also, if so requested and indemnified, proceed to the foreclosure of this mortgage. The Trustee shall in all cases, whether acting upon its own motion or upon such request, have the right to determine which of the methods of foreclosure hereinafter set forth (other than as above provided as to said paragraph numbered (1)) it shall adopt, and its decision upon this subject shall be conclusive.

(1) The Trustee may declare the principal of all the bonds to be immediately due and payable;

(2) The Trustee may enter upon the mortgaged estate and exclude the Company, and have, hold and use the same as the Company could if this indenture had not been made, applying the income of the mortgaged estate, after the payment and discharge of all expenses and liabilities incident to the conduct of the business and of compensation to the Trustee, as follows:—

First, to the payment of the accrued interest on the bonds and to such other payments as may then be due; and

Second, to hold the surplus as part of the mortgaged estate.

(3) The Trustee may, after entry upon all or part of the mortgaged estate as aforesaid, or without entry, sell or cause to be sold to the highest bidder or bidders all and singular the property then held by the Trustee hereunder. Such sale shall be made at public auction at such place in the city of Bloomington, Illinois (unless the sale be required by law to be held at some other place or places) on such day and terms as the Trustee may determine and as shall be specified in the notice of such sale, which notice shall be given by publication at least twice in each calendar week for three (3) successive calendar weeks next prior to the date of such sale in a newspaper of general circulation published in the city of Bloomington, Illinois, and in a newspaper of general circulation published in the city of Chicago, Illinois, and in a newspaper of general circulation published in the city of Boston, Massachusetts. The Trustee may adjourn any sale to be made hereunder as often as it may desire by announcement at the time and place appointed for such sale or any adjourned sale, and without further notice or publication, the Trustee may make such sale at the time and place to which the same shall have been so adjourned.

Upon the completion of any sale hereunder, whether under the foregoing power or pursuant to judicial process or otherwise, the Trustee shall convey, transfer and deliver to the accepted purchaser the property sold, and the Trustee is hereby appointed the true and lawful attorney irrevocable of the Company in its name and stead to make all necessary deeds, assignments and transfers of the property thus sold, and to execute and deliver to such purchaser a full transfer of all policies of insurance upon the property thus sold, whether standing in the name of the Company or in the name of the Trustee; and the Trustee may substitute any one or more persons with like power, the Company hereby ratifying and confirming all that the Trustee or its substitute or substitutes may do by virtue or in pursuance hereof. The Company hereby covenants, upon request of the Trustee or the purchaser, to execute, acknowledge and deliver confirmations of such instruments. As affecting the title to any property purchased at any sale of the mort-

gaged estate, the statements set forth in any affidavit of the President, or a Vice-President, or the Treasurer or an Assistant Treasurer, or the Secretary of the Trustee and appended to the deed of conveyance shall not be open to dispute by any party, but shall conclusively be deemed to be true.

The purchase money or proceeds of any sale of the mortgaged estate, whether under the power of sale hereby granted or pursuant to judicial proceedings, shall be paid to and received by the Trustee, and, together with any sums which may then be held by the Trustee under any of the provisions of this indenture as part of the trust estate, shall be applied as follows:

(*a*) To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee hereunder;

(*b*) To the payment of the whole amount then owing or unpaid upon the bonds hereby secured for principal and interest, including interest on principal after maturity and interest at the rate of six per centum per annum upon all overdue instalments of interest and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then ratably to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any one instalment of interest over any other instalment of interest;

(*c*) The surplus remaining shall be paid over to the Company, its successors or assigns, or to whosoever shall be lawfully entitled to receive the same.

(4) The Trustee may proceed to protect and to enforce its rights and the rights of the bondholders hereunder by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power or for the foreclosure of this indenture for interest or principal or both, or for the enforcement of such other appropriate legal or equitable remedy as

the Trustee, being advised by counsel, shall deem most effectual to protect its rights and those of the bondholders hereunder.

(5) The Trustee may have a receiver as an incident of any of the foregoing or independently appointed *ex parte* and without notice, the Company hereby waiving notice and agreeing that a receiver may be appointed in the event of default, not as a matter of penalty, but as a matter of contract and as a part of the consideration for and security of this indenture.

(6) The Trustee may take any other action at law or in equity which it deems desirable to foreclose or otherwise enforce the lien hereof.

The remedies aforesaid are cumulative. The exercise by the Trustee of any of the above remedies shall not in any manner whatsoever deprive the Trustee or any holder or holders of the bonds issued hereunder of any other remedies in law or in equity not inconsistent with the provisions hereof.

The foregoing provisions for default are, however, subject to the condition that, if at any time after such default in payment of interest, all arrears of interest shall be paid by the Company or received by the Trustee from the property mortgaged or pledged hereunder before any sale of the property shall have been made, or if any default in the observance or performance of any covenant or condition herein not relating to the payment of interest shall, before any such sale, be cured or adequate satisfaction in the opinion of the Trustee made therefor, then the Trustee may, and in every case upon the written request of the holders of a majority in interest of the bonds secured hereby then outstanding shall, waive such default (except a default in the payment of principal) and its consequences, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned

because of such waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the property mortgaged hereunder, and all rights and powers of the Trustee hereunder shall continue as though no such proceeding had been taken. No delays or omissions of the Trustee or of any holder of the bonds hereby secured to exercise any right or power accruing upon any default shall impair any such right or power, or be construed to be a waiver of any such default or of any subsequent default, or an acquiescence therein, and every power and remedy given hereunder to the Trustee or to the bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the bondholders.

No holder of bonds secured hereby shall have the right to institute any proceeding for the foreclosure of this indenture or other proceeding to enforce the lien hereof without first having requested the Trustee to proceed and offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities which might be incurred by the Trustee in exercising any of the remedies herein provided.

The Trustee shall not be bound to recognize any person or persons or body or bodies corporate as the holder or holders of any of said bonds, or to take any action at his, its or their request, unless furnished with adequate security and indemnity against the expenses and liabilities to be incurred, and unless such bond or bonds are submitted to the Trustee for inspection; and the Trustee may, if it shall desire, require the bond or bonds so submitted to be deposited with and retained by it until it shall have completed action hereunder.

ARTICLE IX.

Provisions relating to Sale.

In case of any sale of the property mortgaged hereunder, under the foregoing provisions relating to default

(*a*) The principal of all bonds secured hereby shall forthwith become immediately due and payable;

(*b*) The Company waives the benefit of any and all stay, valuation, appraisal and exemption laws, and all right of redemption;

(*c*) The purchaser may make payment therefor in bonds or coupons secured hereby in a sum equal to that which would be payable on such bonds and coupons out of the net proceeds of such sale if made for money;

(*d*) The receipt of the Trustee for the purchase money shall be a sufficient discharge to any purchaser, and no such purchaser shall be bound to see to the application of such purchase money for or upon any trust created by this indenture or otherwise, nor shall such purchaser be in any manner answerable for any loss, misapplication or non-application of such purchase money or be bound to inquire as to the authorization, necessity, expediency, or regularity of any such sale.

(*e*) The Trustee or any bondholder or bondholders, either alone or associated with one another or with the Trustee, may bid for and purchase the property offered for sale or cause the same to be purchased in their behalf, and may make payment therefor in bonds or coupons secured hereby as aforesaid.

(*f*) The property of the Company, unless prevented by law, shall be sold as a unit.

ARTICLE X.

Agreement for Deficiency Judgment. Immunity of Individuals.

The Company consents that, in case of any foreclosure proceedings, judgment may be rendered against it for any amount which may remain due in respect of bonds secured hereby and the interest thereon, after the application to the payment thereof of the proceeds of any sale of the mortgaged property.

Neither the Trustee nor any bondholder shall under any circumstances have recourse, or cause or willingly permit recourse to be had, to any personal, statutory or other liability of any stockholder, director or officer of the Company, but each such Trustee and bondholder shall look for the payment of the bonds and coupons secured hereby solely to the corporate assets and franchises of the Company, and such assets shall not embrace any claim which might, but for this provision, be enforceable either by creditors of the Company, by a receiver, or by the Company itself, or in any way whatever against any person by reason of his being a stockholder, director or officer of the Company under any statute or other law now or hereafter in force, or against any stockholder by reason of any insufficiency or insufficiencies in the payment of the capital stock of the Company.

ARTICLE XI.

Proof of Bondholders' Action, and Amount of Bonds.

Any request or other instrument required by this indenture to be signed or executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the bondholders in person or by agent or attorney appointed in writing. Proof of the

execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of bonds transferable by delivery, shall (subject to the right of the Trustee to require the production of the bonds, as hereinbefore provided) be sufficient for any purpose of this indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, if made in the following manner, namely:

(1) The fact and date of the execution by any person of any such request or other instrument or writing may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in any state within the United States, certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution duly sworn to before any such notary public or other officer.

(2) The amounts and numbers of bonds transferable by delivery held by any person executing any such request or other instrument as a bondholder, and the date of his holding the same, may be proved by sworn certificate executed by any duly authorized officer of any trust company, bank or other depositary (wherever situated), which certificate may be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depositary or exhibited to it bonds described in such certificate at the date therein mentioned.

(3) The ownership of bonds registered as to principal and of registered bonds without coupons shall be proved by the books for the registration of such bonds kept by the Trustee.

The Company or the Trustee, each in its discretion, may deem and treat the bearer of any bond hereby secured, which shall not at the time be registered as herein authorized, and the bearer of any coupon appertaining to any bond whether registered or not, as the absolute owner of such

bond or coupon for the purpose of receiving payment thereof, and for all other purposes whatsoever, except so far as it is hereinabove provided to the contrary concerning coupons, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

ARTICLE XII.

Concerning the Trustee.

The Trustee shall be entitled to repayment of all proper outlays incurred in or about this trust and to reasonable compensation for itself and its agents and counsel for any duties which it may at any time perform in the discharge of the same, and all such outlays and compensation shall be paid by the Company upon demand and shall constitute a lien upon the property covered hereby, and in case of default shall be repaid to the Trustee before any payments are made on any bonds or coupons as herein provided.

The Trustee shall not be required to take notice of any default hereunder unless notified in writing of such default by some bondholder, nor shall it be under any obligation to take any action towards the execution of the trusts hereby created which, in its opinion, may involve it in expense or liability unless one or more of the holders of the bonds hereby secured shall as often as required by the Trustee furnish security and indemnity reasonably satisfactory to the Trustee against such expense and liability. These provisions are intended only for protection of the Trustee, and shall not be taken to limit or affect any discretion or power given to the Trustee hereunder to determine whether or not it shall take action in respect to any default or otherwise.

The Trustee shall not be answerable for the default or misconduct of any agent, employee, appointee or attorney selected by it in pursuance hereof if such person shall have been selected with reasonable care, nor shall it be liable for anything whatever in connection with this trust, or its action hereunder, except for its own wilful misconduct

or gross negligence. The Trustee may consult with counsel, and any action taken by the Trustee in good faith on advice of its counsel shall be a complete and conclusive protection to the Trustee.

The Trustee shall not be under any duty to investigate the truth of the facts stated in any affidavit, certificate or certified copy of resolution provided for herein, and any action taken by it in reliance upon the facts stated in such affidavit, certificate or certified copy of resolution shall be a complete and conclusive protection to the Trustee.

It shall be no part of the duty of the Trustee to see to the execution, acknowledgment and recording of this instrument as a mortgage or conveyance of real or personal estate, or to do any other act which may be suitable and proper to be done to make this instrument a lien or to continue, extend or supplement such lien (except when it is specifically otherwise provided herein), or for giving notice of the existence of such lien; nor shall the Trustee have any responsibility as to the validity of this instrument, or of any of the covenants herein contained, nor as to the amount or extent of the security afforded by the property hereby conveyed, nor as to the validity or priority of any bonds issued hereunder, nor as to the application of any of said bonds or of the proceeds thereof, nor as to the performance by the Company of any of its covenants or obligations hereunder. All recitals or representations herein or in said bonds contained are those of the Company and not of the Trustee.

It shall be no part of the duty of the Trustee to see to the insurance of any part of the mortgaged property, or to require the deposit with it of insurance policies, or to pay or keep itself advised as to the payment of rents, or assessments or other governmental charges of or upon any of the mortgaged property except under the circumstances in this instrument especially provided. But the Trustee may, in its discretion, and at the expense of the Company, do any and all of such matters and things or require the same to be done.

In case at any time it should be necessary or proper for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything as such Trustee, except when it is specifically otherwise provided herein, a certificate signed in the Company's name by its President or Vice-President, attested by its Secretary under its corporate seal and verified by the affidavit of one or more of the Company's directors, shall be conclusive evidence of such fact to protect the Trustee in any action that it may take by reason of the supposed existence of such fact. Except as otherwise provided in this mortgage, every request, order, consent or expression of desire set forth in writing, addressed and delivered to the Trustee and signed in the name of the Company by its President, may, for the purpose of this mortgage, be taken and relied upon by the Trustee as the request, order, consent or expression of desire of the Company. The Trustee shall only be required to exercise good faith in the appointment of any appraiser, referee or other agent or advisor required to be appointed hereunder.

The Trustee may at any time resign this trust by written notice delivered to the Company thirty (30) days before the resignation is to take effect; and, in case of such resignation or of the removal or incapacity of the Trustee for any reason, the Company shall have the right to nominate and appoint a successor to the Trustee with the consent in writing of the holders of a majority in interest of the bonds hereby secured at the time outstanding, but any vacancy of more than thirty (30) days' standing may be filled by any court having jurisdiction on application of any person interested. It is agreed that any new Trustee appointed hereunder to fill any vacancy in the office of Trustee shall be an incorporated trust company or bank having a capital and surplus of at least one million (1,000,000) dollars.

No bond shall be required of the Trustee unless ordered by a court having jurisdiction and for cause shown.

Upon the appointment of any successor to the Trustee all the property mortgaged or pledged hereunder shall

immediately and without conveyance or further evidence of transfer vest in such successor; but the outgoing Trustee shall, nevertheless, at the expense of the Company, execute, acknowledge and deliver to its successor such conveyances and transfers, and make such deliveries, as the new Trustee may deem proper to vest or confirm said property in the new Trustee.

The word "Trustee," wherever used herein, shall be taken to apply to the Trustee hereunder for the time being.

Whenever under these presents the Trustee is called upon to give or serve any notice upon the Company, such notice may be given by the Trustee by depositing in the post-office at Chicago or any branch thereof, or in the post-office at Bloomington or any branch thereof, a copy of such notice, postage prepaid, addressed to the Bloomington and Normal Railway and Light Company, Bloomington, Illinois, or by delivering to the President or Treasurer or to any two directors of the Company a copy of such notice.

All sums of money from time to time in the hands of the Trustee under the provisions of this indenture shall draw interest at the current rate paid by the Trustee upon funds of like character held by it on deposit.

ARTICLE XIII.

Discharge.

These presents shall become void

(*a*) If the Company or the Trustee shall call at the price hereinbefore fixed therefor, all the bonds then outstanding hereunder, giving notice thereof as hereinbefore provided, and shall provide payment therefor in full in the manner therefor hereinbefore provided, and in such case as of the date fixed in the call for payment; or

(*b*) If the Company shall well and truly pay and discharge at the maturity thereof the principal and interest of all bonds then outstanding hereunder in the manner therein provided therefor, and in such case as of the date of the maturity aforesaid; or

(*c*) If the Company shall at any time pay to the Trustee such a sum of money as shall, in addition to any other moneys then in the hands of the Trustee and applicable to that purpose, be sufficient to pay all the bonds then outstanding hereunder and interest thereon to maturity, or sufficient to make such payment on all such bonds as the Company shall not have delivered cancelled to the Trustee, and in such case as of the date of maturity aforesaid; or

(*d*) If the Company shall at any time deliver to the Trustee cancelled all the bonds and coupons then outstanding hereunder and in such case forthwith;

(*e*) But only if in each and every such case the Company shall have paid to the Trustee any and all sums due to the Trustee under the provisions of this indenture:

and then and in each and every such case the estate, right and title of the Trustee hereby created shall utterly cease and determine, and, if the Company shall so request, the Trustee shall on the dates respectively above set forth execute to the Company a good and sufficient release and discharge in law of this indenture and of the lien hereby created, and shall restore and surrender to the Company possession of any property of which it shall have taken possession and which it shall not have sold under and by virtue of these presents; but otherwise and until such payment and performance these presents shall be and remain in full force and effect.

In Witness Whereof, the Bloomington and Normal Railway and Light Company has caused these presents as well as one other instrument of like tenor and effect to be executed in its name and behalf by W. B. McKinley, its President, and George M. Mattis, its Treasurer, and its corporate seal to be hereto affixed and attested by George M. Mattis, its Assistant Secretary; and the Illinois Trust & Savings Bank, as Trustee, has likewise caused these presents as well as one other instrument of like tenor and effect, to be executed by Frederick T. Haskell its Vice-

President, and F. F. Taylor, its Assistant Secretary, and its corporate seal to be hereto affixed and attested by F. F. Taylor, its Assistant Secretary.

Although this indenture is dated June 1, 1911, it was actually executed on the 2nd day of September, 1911.

BLOOMINGTON AND NORMAL RAILWAY AND LIGHT COMPANY.

Signed, sealed and delivered in presence of
THOMAS W. SWAN

By
W. B. McKINLEY
President

And

[CORPORATE SEAL]

GEO M. MATTIS
Treasurer

Attest:
GEO M. MATTIS
Assistant Secretary

O.K.
M.B.

ILLINOIS TRUST & SAVINGS BANK, AS TRUSTEE

Signed, sealed and delivered in presence of
MORRIS BERGER

By
FREDERICK T. HASKELL
Vice President

And

[CORPORATE SEAL]

F. F. TAYLOR
Asst. Secretary

Attest:
F. F. TAYLOR
Asst. Secretary

State of Illinois }
County of Champaign } ss.

On this 2nd day of September, A.D., 1911, before me, the undersigned Notary Public, personally appeared W. B. McKinley and George M. Mattis who being duly sworn each for himself on oath stated:

That he, the said W. B. McKinley, is and at the time of the execution of the foregoing Indenture of Mortgage and Deed of Trust was President of the Bloomington and Normal Railway & Light Company, a corporation, the mortgagor therein named, and the same person who as such President executed such Indenture of Mortgage and Deed of Trust in behalf of said corporation;

That he, the said George M. Mattis is and at the time of the execution of the said Indenture of Mortgage and Deed of Trust was Treasurer of said corporation, mortgagor, and the same person who as such Treasurer executed said Indenture of Mortgage and Deed of Trust in behalf of said corporation;

And that the said foregoing Indenture of Mortgage and Deed of Trust is given in good faith, and that it is not intended to hinder, delay or defraud creditors.

W. B. McKinley
Geo M Mattis

Subscribed and sworn to this 2nd day of September, A.D. 1911, before me,

[Notarial Seal]

S. A. Power
Notary Public.

STATE OF ILLINOIS, } ss.
COUNTY OF CHAMPAIGN }

I, S. A. Power Notary Public, do hereby certify that W. B. McKinley, President of the Bloomington and Normal Railway and Light Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Bloomington and Normal Railway and Light Company, for the uses and purposes therein set forth, and on oath stated that he was authorized to execute said instrument and that the seal thereto affixed is the seal of said corporation.

Given under my hand and official seal this 2nd day of September, A.D., 1911.

S. A. POWER
Notary Public.

[NOTARIAL SEAL]

State of Illinois } ss.
County of Champaign }

I, S. A. Power Notary Public, do hereby certify that George M. Mattis, Treasurer of the Bloomington and Normal Railway and Light Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Bloomington and Normal Railway and Light Company for the uses and purposes therein set forth, and on oath stated that he was authorized to execute said instrument, and that the seal thereto affixed is the seal of said corporation.

Given under my hand and official seal this 2nd day of September, A.D. 1911.

S. A. Power
Notary Public.

[Notarial Seal]

State of Illinois } ss.
County of Cook }

I, Morris Berger Notary Public, do hereby certify that Frederick T. Haskell, Vice President of the Illinois Trust & Savings Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Illinois Trust & Savings Bank as Trustee for the uses and purposes therein set forth, and on oath stated that he was authorized to execute said instrument and that the seal thereto affixed is the seal of said corporation.

Given under my hand and official seal this 2nd day of September, A.D. 1911.

Morris Berger
Notary Public.

[Notarial Seal]

State of Illinois } ss.
County of Cook }

I, Morris Berger Notary Public, do hereby certify that F. F. Taylor, Ass't Secretary, of the Illinois Trust & Savings Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Illinois Trust & Savings Bank as Trustee for the uses and purposes therein set forth, and on oath stated that he was authorized to execute said instrument, and that the seal thereto affixed is the seal of said corporation.

Given under my hand and official seal this 2nd day of September, A.D. 1911.

Morris Berger
Notary Public.

[Notarial Seal]

20121

State of Illinois }
County of McLean } ss.

Filed for Record in the said County on the 6th day of Sept. A.D. 1911 at 3 o'clock p.m. and Recorded in Book 227 of Mortgages Page 450

N. B. Carson, *Recorder*
By E. A. Vencill, *Deputy*

UNIVERSITY OF ILLINOIS-URBANA
380.977359862M C001
MORTGAGE DEED OF TRUST, DATED JUNE 1, 19
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